

## EMPLOYER TESTING PROGRAM AGREEMENT

Employer Number \_\_\_\_\_

Insert Correct Number

1. This Agreement is between the Department of Motor Vehicles, hereinafter referred to as DMV, and \_\_\_\_\_, hereinafter referred to as the Firm, for the purpose of DMV accepting Certificates of Driving Skill issued by the Firm in lieu of driving tests for a Class A or B, or Restricted Class A or B firefighter license applicants when the applicant is employed by the Firm and the applicant has met the other requirements for the license for which he or she is applying.
2. This Agreement and the employer number issued to the Firm by DMV shall expire at the same time. The term of expiration shall be ~~for up to three years and shall be renewed at that time.~~
3. This Agreement is subject to acts of the Federal Government pursuant to the Commercial Motor Vehicle Safety Act of 1986 which may affect the provisions or terms of this Agreement and to any restrictions, limitations, or conditions enacted by the California State Legislature and any regulations promulgated pursuant thereto which may affect the provisions or terms herein in any manner.
4. No amendment, alteration, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement, not incorporated herein, shall be binding on either party.
5. This Agreement is subject to the right of either party to terminate the Agreement at any time without cause by giving the other party at least thirty (30) days prior notice of such termination.
6. The Firm shall have all required drive tests conducted by an examiner who has attended and passed the DMV examiner training, conducted a drive test or training drive test in the past 90 days, holds a valid California Class A or Class B driver license as required for the test vehicle, ~~who has a satisfactory driving record~~ whose license status is not currently suspended or revoked, and who is not on probation for negligent operation of a motor vehicle.
7. Drive test requirements for issuance of a Certificate of Driving Skill.
  - a. The drive test given by the Firm to those drivers issued a Certificate of Driving Skill must meet the drive test route requirements and drive test standards established by DMV to test commercial drivers. These requirements and standards are provided to each examiner during their training class.
  - DMV will also provide a sample of the drive test score sheets the Firm is required to use to record and evaluate the driver's performance on the test. The score sheets, DL65 Part I and DL65 Part II, are also provided to each examiner during their training class.

- b. The Firm shall issue Certificates of Driving Skill only to employees of the Firm who are: (1) employed by the Firm at the time of training, testing, and certification and (2) required by law to hold a commercial license to operate commercial vehicles in the course of employment with this Firm.
  - c. The Certificate of Driving Skill will not be accepted in lieu of the DMV drive test for drivers of commercial Class C vehicles.
  - d. At the discretion of DMV, the Firm shall permit DMV to test a sample of its drivers examined and certified by the Firm. The selection of drivers to be tested will be determined by DMV. Any drivers who fail the test shall be required by DMV to pass a DMV-administered test. The employer shall notify each driver of this possibility.
- 8. The Firm shall allow DMV or its representatives, and the U.S. Department of Transportation or its representatives, to conduct random examinations, inspections, and audits without prior notice.
- 9. DMV shall conduct on-site audits/inspections at least annually, and the Firm shall permit DMV or its representative to conduct on-site audits/inspections at least annually, during normal business hours, to be determined by DMV.
- 10. Any third-party tester whose Agreement has been canceled pursuant to ~~subsection~~ Vehicle Code Section 15250(c)(2)(D), may immediately apply for a third-party testing Agreement.
- 11. A suspension of a third-party testing Agreement pursuant to ~~subsection~~ Vehicle Code Section 15250(c)(2)(D), shall be for a term of less than 12 months as determined by the department. After the period of suspension, the Agreement shall be reinstated upon request of the third-party tester.
- 12. A revocation of a third-party testing Agreement pursuant to ~~subsection~~ Vehicle Code Section 15250(c)(2)(D), shall be for a term of not less than one year. A third-party tester may apply for a new third-party testing Agreement after the period of revocation and upon submission of proof of correction of the circumstances causing the revocation.
- 13. Authorization for the department to charge the third-party tester a fee, as determined by the department, which is sufficient to defray the actual costs incurred by the department for administering and evaluating the third-party testing program, and for carrying out any other activities deemed necessary by the department to ensure sufficient training for the drivers participating in the program.
- 14. DMV may cancel, suspend, or revoke the Agreement with the Firm if the Firm fails to comply with the standards for the commercial driver's license testing program, or with any other term of the Agreement, upon 15 days prior written notice of such action.

15. ~~DMV may terminate this Agreement for cause and without prior notice, if the Director of Motor Vehicles finds that the public interest so requires. DMV reserves the right to take prompt and appropriate remedial action against a third-party tester that fails to comply with state and federal standards for the CDL testing program, or with any other term of the third-party agreement.~~
16. The Firm agrees to defend, indemnify and hold harmless DMV and its officers and employees from any and all claims, actions, damages or losses which may be brought or alleged against DMV, its officers or employees by reason of the negligent or unauthorized certification of drivers by the Firm.
17. This Agreement is not assignable by the Firm, either in whole or in part, without the prior written consent of DMV.
18. The Firm and its officers, agents, and employees shall act in an independent capacity and not as officers, agents or employees of DMV.
19. If the Firm utilizes a subcontractor in the performance of this Agreement, the subcontractor shall be subject to the same requirements as are identified in this Agreement for the Firm. The Firm shall be responsible and held liable for all program-related activities of the subcontractor.
20. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

In witness thereof, this Agreement has been executed, by and on behalf of the parties hereto, the day and year written below, and shall remain in effect until terminated in accordance with the terms of this Agreement.

\_\_\_\_\_  
FIRMS NAME

\_\_\_\_\_  
EMPLOYER NUMBER

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
FIRMS AUTHORIZED ADMINISTRATOR

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
EMPLOYER TESTING PROGRAM UNIT  
DEPARTMENT OF MOTOR VEHICLES